

SDMS US EPA REGION V -1

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DOCUMENT MAY BE ILLEGIBLE
DUE TO BAD SOURCE
DOCUMENTS.**

150216

DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into this 17TH day of JUNE, 1974 by and between FRED H. and LOUISE K. LEYHE, hereinafter called "Leyhe" party of the first part and UNION ELECTRIC COMPANY, a Missouri corporation, hereinafter called "Union Electric" as party of the second part.

WITNESSETH THAT:

WHEREAS, Union Electric has an electric power plant in the Village of Monsanto, Illinois known as the Cahokia Power Plant, hereinafter referred to as "Plant", which plant has for disposal during its operation waste, slag, cinders, ash and oil residues from its furnaces, and

WHEREAS, Leyhe is the owner of a tract of land adjacent to said plant as more particularly set out on Exhibit A and attached hereto and incorporated by reference herein, and

WHEREAS, Union Electric is desirous of leasing approximately twelve (12) acres of aforesaid tract of land, and

WHEREAS, Union Electric has already done some filling with waste, ash and cinders on certain portions of said tract and wishes to continue to do so, and

WHEREAS, Leyhe wishes to accomodate Union Electric as to its wishes to continue dumping its said waste, slag, cinders, ash, oil residue, etc.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings it is agreed as follows:

1) Leyhe agrees to and does hereby grant to Union Electric all such easements and rights as are necessary for Union Electric to deposit said waste materials which are at least as suitable for building foundations as existing sandy alluvial soils on only that portion of said tract set out on Exhibit B and attached hereto and incorporated by reference herein.

2) In the case the fill made by Union Electric becomes so dusty as to become a nuisance during the period in which this agreement is in effect, then upon demand by Leyhe, Union Electric shall, as soon as possible, take such steps as are necessary to eliminate the dust nuisance and Union Electric agrees that it will indemnify Leyhe, or their successors or their assigns, for any liability or damage or expense resulting from or by reason of such nuisance.

3) It is understood and agreed that Union Electric shall use all practical precautions to prevent accidents from occurring and also that Union Electric assumes and agrees to pay for all damages to persons and/or property including property of Leyhe arising out of or pertaining in any way to any work and/or dumping herein contemplated, and furthermore Union Electric is to fully protect and indemnify Leyhe against any and all costs including attorneys fees, judgments and penalties which Leyhe may become liable for by reason of any such suits or administrative proceedings.

4) Union Electric agrees that it shall be its sole responsibility to secure the necessary permits for its said waste disposal from, including but not limited to, the Illinois Environmental Protection Agency, the Federal EPA Office, the Corp of Engineers, the Illinois Department of Transportation and any other such permit as may be required by any governmental authority whatsoever to proceed with the dumping of its waste materials on said property. Union Electric agrees that it shall be responsible for defending any such action and paying any assessments and/or penalties as a result of such action or actions by any governmental agency which arise because of said waste disposal by Union Electric.

5) This agreement and all of its provisions shall terminate two (2) years from the date hereof.

6) Union Electric shall pay to Leyhe the sum of Twenty One Thousand Six Hundred Dollars (\$21,600.00) over a two (2) year period, said sum being due and payable in advance on the first month of each quarter as follows:

April 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
July 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
October 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
January 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
April 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
July 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
October 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
January 1, 1976 Two Thousand Seven Hundred Dollars (\$2,700.00).

It is agreed that in the foregoing instrument all obligations and rights of Union Electric set forth in the foregoing shall apply with equal force and effect to successors or assigns of said Union Electric and furthermore that all obligations and rights of Leyhe set forth in the foregoing shall apply with equal force and effect to successors and assigns.

7) Union Electric agrees to use said property solely for the disposal of its waste at the Cahokia Plant. It further agrees to maintain its pipes, etc. placed on said property at its own expense. Further, Union Electric agrees not to make alterations or perform any permanent construction upon said property without Leyhe's prior written consent.

8) Union Electric agrees not to assign this agreement in whole or in part without the prior written consent of Leyhe. Leyhe hereby consents to the assignment of the lease to a corporation wholly owned by Union Electric provided that the corporation assumes all of the obligations of Union Electric under the lease. In no event shall Union Electric be relieved of its obligation under this lease.

9) In the event that Union Electric shall default in payment of rent or fail in the performance of its other obligations under this lease, Leyhe may in addition to other remedies provided by law, terminate this lease and re-enter upon the premises. Upon re-entry, whether it be actual or constructive, Leyhe may re-let the premises for Union Electric's account. Union Electric remaining liable for the unpaid balance of the rent to the extent of any deficiency from the re-letting as well as all reasonable costs incurred as a result of the re-letting including attorneys fees. Leyhe shall not be obligated to re-let the premises.

10) Union Electric agrees that if during the term of this agreement and prior to its normal termination Leyhe receives a bonafide offer to sell all of the tract as described in Exhibit A, or a portion of the tract as described in Exhibit A, but including all or a portion of the tract described in Exhibit B; or if Leyhe receives an offer for the lease of all of the tract as described in Exhibit A, or a portion of the tract described in Exhibit A but including all or a portion of the tract as described in Exhibit B, then in either of such events, Leyhe may terminate this agreement upon thirty (30) days written notice to Union Electric.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth above.

UNION ELECTRIC COMPANY

By

John H. Bryan
Vice President

ATTEST:

La. Hume
Secretary

Fred H. Leyhe
Fred H. Leyhe
Louise K. Leyhe
Louise K. Leyhe

EXHIBIT A

ALL those certain lots, pieces and parcels of land with the buildings and improvements thereon, situate, lying and being in the County of St. Clair, and State of Illinois, bounded and described as follows:

Part of Lot No. 302 of the "FOURTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of PLATS B on Page 10, and parts of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the South line of Riverview Avenue, 70 feet wide, said point being the Northeast corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on Page 310 of the St. Clair County Records; thence along the South line of Riverview Avenue, South 68 degrees 20 minutes 30 seconds East 599.36 feet to a point on the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence along the West right-of-way line of said railroad, South 32 degrees 02 minutes 32 seconds West 238.21 feet to a point of curve; thence continuing along the West Right of Way line of said railroad along a curve to the left having a radius of 2914.93 feet an arc distance of 503.27 feet to the point of tangent; thence still continuing along the West right-of-way line of said railroad, South 22 degrees 09 minutes 00 seconds West 4189.77 feet to a point, said point being on the North line of a 56.7 foot wide strip of land conveyed to Monsanto Chemical Company by deed recorded in Book 995 on page 32 of the St. Clair County Records; thence leaving the West Right-of-Way line of said Gulf-Mobile and Ohio Railroad and along the North line of said Monsanto Chemical Company tract South 58 degrees 21 minutes 41 seconds West 993.81 feet to a point on the North line of a tract of land established in survey by Robert P. Weiner during April 1968; thence

in a Northwesterly direction along last mentioned line North 49 degrees 32 minutes 09 seconds West 1233.98 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence Northwesterwardly North 49 degrees 32 minutes 09 seconds West 250.43 feet to a point in the Eastern Outer Harbor Line of the Mississippi River; thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: North 36 degrees 31 minutes 47 seconds East 24.23 feet, North 33 degrees 10 minutes 43 seconds East 472.19 feet, North 31 degrees 48 minutes 54 seconds East 472.19 feet, North 29 degrees 46 minutes 17 seconds East 470.03 feet, North 28 degrees 34 minutes 43 seconds East 375.63 feet, North 26 degrees 50 minutes 51 seconds East 371.40 feet, North 25 degrees 55 minutes East 533.00 feet, and North 24 degrees 47 minutes 21 seconds East 437.16 feet to a point, said point being the Southwest corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1537 on Page 601 of the St. Clair County Records; thence leaving the Eastern Outer Harbor line of the Mississippi River and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 250.37 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence leaving the Eastern Inner Harbor line of the Mississippi River; and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 1138.50 feet to the Southeast corner of said Monsanto Chemical Company tract; thence along the East line of said Monsanto Chemical Company tract, North 22 degrees 09 minutes 00 seconds East 1169.42 feet to a point; thence continuing along said East line and also the East line of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on page 310 of the St. Clair County Records, North 12 degrees 22 minutes 24 seconds East 841.96 feet to the point of beginning.

Excepting however, that part conveyed in Deed from Charles E. Richardson and Donald C. Elsaesser, as trustees, to The East Side Levee and Sanitary District, dated July 28, 1965 and recorded on August 4, 1965 as Document No. A213330, more particularly described as follows:

Beginning at the intersection of the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad and the centerline of Riverview Avenue (70 feet wide) thence Southwardly 370 feet along the above mentioned right-of-way line; thence Westwardly and perpendicular to the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad, to a point which is 10 feet landward of the centerline of the spur track of the Alton and Southern Railroad to the Union Electric Tract; thence along a curve to the left, being 10 feet from and parallel with the centerline of the above mentioned spur tract to the centerline of Riverview Avenue (70 feet wide); thence Eastwardly to the point of beginning.

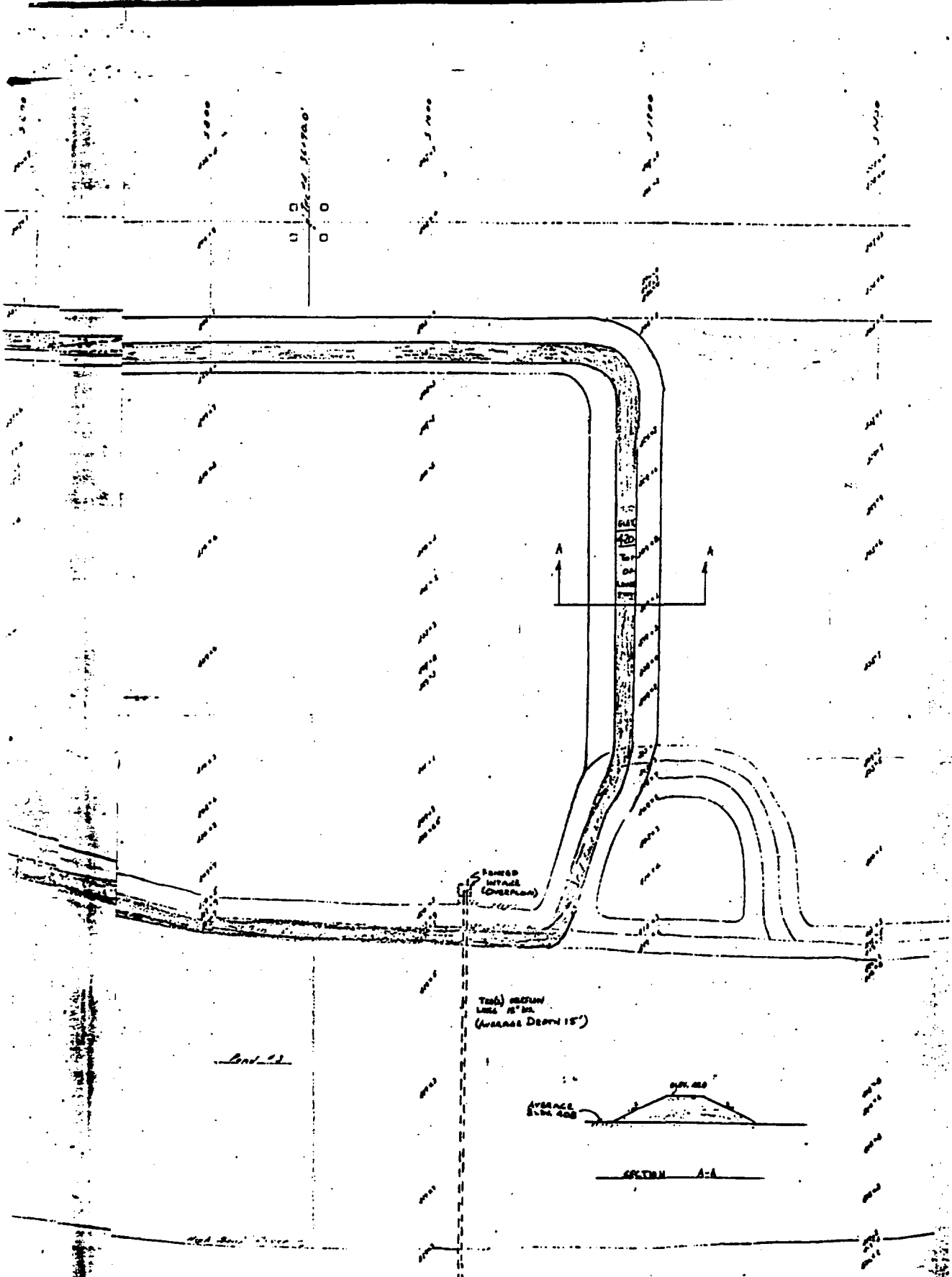


EXHIBIT "B"

| | | | | |
|---|--|----------------|--|--|
| PROPERTY PLAN ASH DISPOSAL AREA SHEET 3 | | | | |
| DRAWN BY: [illegible] | | 7510-X-47187 | | |
| CHECKED BY: [illegible] | | ST. LOUIS, MO. | | |
| DATE: 10/24 | | SANDHIA PLANT | | |

